

NOTICE & REQUEST FOR PROPOSALS TOWN OF GILBERT

Supplies: Self-Contained Breathing Apparatus (SCBA)
Solicitation Number: 2015-3002-0596
Proposal Opening/Deadline for Submittal: 2:00 p.m. March 23, 2015
Location: Municipal Center, Room 233, 50 East Civic Center Drive, Gilbert, AZ 85296
Gilbert Staff Contact/ telephone number: Diane Shannon 480-503-6818 diane.shannon@gilbertaz.gov
Contract Documents available at: Contract documents may be downloaded from www.gilbertaz.gov/rfp at no charge

Date and Location for Submittal of Sealed Proposals: Sealed proposals will be received at Gilbert of Gilbert Clerk's Office, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296 until 2:00 p.m. March 23, 2015, for the above supplies. Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the supplies and the solicitation number. Any proposal received after the time specified will be returned unopened. It is the proposer's responsibility to assure proposals are received at the above location on or before the specified time. Proposals will be opened at 2:00 p.m. in **Conference Room 233**, and the name of each proposer shall be publicly read aloud immediately after the time for receiving proposals.

Supplies Sought: Gilbert seeks to purchase new **Self-Contained Breathing Apparatus (SCBA)**. The SCBA must comply with new NFPA 1981 2013 edition for requirements and the specifications listed herein.

Proposal Requirement: Each proposal will be in accordance with the proposal requirements, set forth in the Request for Proposal, which may be downloaded from www.gilbertaz.gov/rfp at no charge. Any proposal which does not conform in all material respects to the Request for Proposals will be considered non-responsive.

Right to Reject Proposals: Gilbert reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the Award for any reason Gilbert determines.

Equal Opportunity: Gilbert is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

DATED: February 23, 2015

TOWN OF GILBERT, ARIZONA

Publications Date(s)

February 23, 2015

February 24, 2015

February 25, 2015

February 26, 2015

_____, Town Clerk

**IMPORTANT
PROPOSER'S CHECK LIST**

- ☐ 1. The proposal has been signed in the Proposer's Offer Section. Attachment 1 (Proposals not signed in this section will not be considered.)
- ☐ 2. Authorized Signature Form is enclosed (Attachment 2).
- ☐ 3. The proposal prices offered have been reviewed.
- ☐ 4. The price extensions and totals have been checked.
- ☐ 5. Any required drawings or descriptive literature have been included.
- ☐ 6. The delivery/shipment information has been included.
- ☐ 7. Any addendums have been included/noted in Offer Section. Attachment 1
- ☐ 8. The mailing envelope/package has been addressed to:

Town Clerk's Office
50 East Civic Center Drive
Gilbert, Arizona 85296
- ☐ 9. Proposal Package/Envelope has been identified with proposal number and title.
- ☐ 10. The proposal is submitted and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the proposal cannot be considered.)
- ☐ 11. Attachments 1, 2, 3, 4, 5 and 6 have been completed and enclosed. Attachment 7 is for reference only and is not to be completed.

REQUEST FOR PROPOSAL DOCUMENTS FOR:
Self-Contained Breathing Apparatus (SCBA)
2015-3002-0596
FOR THE TOWN OF GILBERT, ARIZONA

Gilbert intends to purchase Self-Contained Breathing Apparatus (SCBA) in compliance with these specifications. The supplies shall be delivered FOB Gilbert and shall be fully assembled and ready for use.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the office of Gilbert Clerk, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296, until 2:00 p.m. on March 23, 2015, at which time the proposals will be opened and publicly read. In the case of extensive price listings, only the proposers' names will be read aloud. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Specifications and Design Standards, and IV Proposer's Proposal (form) (Attachment 1). The Proposal Documents are available at www.gilbertaz.gov/rfp or by contacting Diane Shannon, Diane.Shannon@gilbertaz.gov 480-503-6818 and may be obtained upon request.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal. ANY EXCEPTIONS, DEVIATIONS, OR MODIFICATIONS MUST BE IN WRITING and attached to the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "Proposal for Self-Contained Breathing Apparatus (SCBA) RFP # 2015-3002-0596 - Office of the Town Clerk."

1.5 Gilbert's Right to Reject Proposals: Gilbert reserves the right to reject any and all proposals and to waive technicalities.

1.6 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Gilbert. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.7 Proposal Amendment or Withdrawal: A Proposal may be withdrawn anytime before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

1.8 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Gilbert and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Gilbert in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Gilbert will not insure confidentiality of any portion of the proposal that are submitted in the event that a public record request is made. Gilbert will provide 48 hours notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.9 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.10 Proposal Acceptance Period: All proposals shall remain open for 90 days after the day of the opening of proposals, but Gilbert may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Gilbert. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, Gilbert may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.11 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda. See 1.13.

1.12 Vendor Registration: Proposers shall register via the on-line Vendor Registration system at <https://procure.az.gov> in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. A Proposer who is not so registered must contact Gilbert's Contact Person, Diane Shannon, at (480) 503-6818 to make other arrangements to receive notice of Addenda to this Solicitation. All addenda will be posted on the Gilbert website at www.gilbertaz.gov/rfp.

1.13 General Evaluation Standards: Gilbert seeks to obtain the supplies described above ready for regular and normal use. Gilbert wishes to obtain the most reliable and productive supplies. Gilbert will evaluate proposals on the basis of cost, compliance with the Proposal Documents, maintenance cost and serviceability, and suitability for the intended purpose. Gilbert will be the sole judge of whether the supplies offered are acceptable. Proposals from individuals who have provided inadequate supplies to municipalities in the past, or

proposals offering supplies proven unsatisfactory in Gilbert's sole judgment may be rejected and not considered.

1.13.1 Deviations From Specifications. Any deviations from General Conditions and Specifications and Design Standards may render the proposal non-responsive.

1.13.2 Disqualification. A Proposer (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Proposal rejected.

1.13.3 Clarifications. Gilbert reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.13.4 Waiver and Rejection Rights. Gilbert reserves the right to reject any or all Proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposals received.

1.14 Termination for Failure to Budget.

1.14.1 If funds for the Contract are not budgeted by July 1, 2015, Gilbert may terminate the contract by giving written notice to Proposer.

1.15 Proposal Preparation:

1.15.1 Format. Proposers shall submit their Proposal with an original and 3 hard copies as well as a .pdf copy on disc or thumb drive. All copies shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.15.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

1.15.3 Typed or Ink Corrections. The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.15.4 No Modifications. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.15.5 Content. The Proposal shall contain all of the following information:

- 1.0 Introductory Material
- 2.0 Company Background
- 3.0 References
- 4.0 Proposed Product
- 5.0 Training Plan
- 6.0 Maintenance and Support/Warranty Program
- 7.0 Price Proposal
- 8.0 Exceptions to Solicitation

INTRODUCTORY MATERIAL (SECTION 1.0)

This section should include a title page showing the RFP number, subject, Vendor Name, Contact name of the proposer, address, telephone number, email address and the date. This section should also include the following:

- Attachment 1, Proposers Proposal
- Attachment 2, Authorized Signature Form

COMPANY BACKGROUND (SECTION 2.0)

This section should provide information about the proposer firm so that the Town can evaluate the proposer's stability and ability to support the commitments set forth in the proposal response. This section should include the completed attached Company Background Form (Attachment 3). Include name, address, phone, fax, e-mail and location of the firm's principal and local office. Also include the following:

Tax ID Number. Proposers shall provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Proposal Section. A Town of Gilbert Sales Tax Number, if applicable, must also be supplied.

Manufacturer's Representative. Dealers who submit a Proposal as a manufacturers' representative shall supplement the Proposal with a letter from each manufacturer involved certifying that the Proposer is a bona fide dealer for the specific equipment presented, that the Proposer is authorized to submit a Proposal on such equipment, and guarantees contract performance should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards.

REFERENCES (SECTION 3.0)

References. Proposer shall list, in the Proposal Section, (Attachment 4) at least three references of other governmental agencies to which Proposer has supplied similar supplies, within the last 3 years, including names, addresses and telephone numbers.

PROPOSED PRODUCT (SECTION 4.0)

This section should include details, features and capabilities of the proposed SCBA and meet all specifications listed in the Technical Specifications (Attachment 5). All descriptive literature regarding the proposed SCBA should be included in this section as well as any optional product features, a list of adapters for use with aerial ladders and a list of air bottle sizes and options.

TRAINING PLAN (SECTION 5.0)

This section should provide a detailed plan for training Town personnel on the proper use of the proposed SCBA's. An overview of the proposed training plan, specifying how and when training is to be delivered for both on-site and off-site training to fire fighters as well as the Town's SCBA technician, and a description of the level of assistance with training the proposer will provide should also be included. This section should also include a proposed plan/schedule for completing on-site **fit testing for approximately 190 fire fighters** so that the appropriate size masks are ordered upon award of a contract. Firms who are selected for evaluation must deliver the test equipment prior to their scheduled training.

MAINTENANCE AND SUPPORT/WARRANTY PROGRAM (SECTION 6.0)

This section must specify the nature of on-going support to be provided by the proposer and should include a suggested maintenance schedule, maintenance requirements, associated maintenance manuals/parts lists and a list of any specialized equipment/software necessary for proper SCBA maintenance. This section must also include details of how Gilbert's SCBA technician will receive certification for on-going maintenance of the SCBA's. Specific warranty details, such as what items are considered 'wear items'; what replacement items are included in the proposed warranty; and any optional warranty offerings should be discussed in this section.

PRICE PROPOSAL (SECTION 7.0)

Prices Prices shall be listed in this Section (Attachment 6) and shall include all freight (FOB destination), insurance, warranty costs, taxes and any other applicable costs. Excise Tax Exemption: The purchase of certain items or materials by Gilbert is exempt from the federal excise tax. Gilbert will furnish an exemption certificate upon presentation by the Successful Proposer at the time of purchase, if so requested by the Successful Proposer.

Trade-Ins. Each Proposer shall propose and list on the Proposal Section, as an option, a trade-in allowance for 153 MSA air packs, 5 Hazmat MSA air packs, 256 face pieces, 356 - 45 minute cylinders, 14 - 60 minute cylinders and 2 RIT air packs. Contact Martin Blair at 480-503-6315 for questions and an appointment to inspect the trade-in equipment. Gilbert reserves the right to award, with or without the trade-in allowance, whichever is more advantageous to Gilbert.

Prompt Payment Terms. Proposer shall indicate prompt payment terms in the areas provided in the Proposal Section.

Delivery. The proposal shall indicate Proposer's promised delivery schedule, in the areas indicated in the Proposal Section. As applicable, the proposer shall meet or exceed the delivery terms listed in the contract. The price(s) Proposal shall include cost, if any, of shipment and delivery to the specified Gilbert location and shall be made F.O.B. Destination (Gilbert), delivered and unloaded to the designated delivery point(s).

Suppliers. Proposer shall list all major suppliers.

Local Parts Supply. The Proposer shall indicate as part of the proposal one or more well-established local parts supply and service facilities in the Phoenix Metropolitan Area which will be able to supply any parts and services needed. If requested by Gilbert, the Proposer shall furnish inventory records from the local parts supply store to show that parts are readily available for the supplies.

Options and Alternatives. Proposer is requested to provide price quotes for any special options or alternatives available for supplies, which may not have been covered in the proposal specification. The option and/or alternative prices will not be considered in the proposal evaluation process. Also, Gilbert may or may not elect to purchase these options or alternatives.

1.16.6 Single Award Contract. This is an all or nothing Proposal. All items within this solicitation have been grouped together for purposes of obtaining these items collectively from a single source due to such factors as delivery location, pricing advantage, compatibility, etc. To be considered for award of this solicitation, the Proposal is required to provide prices on all items within this solicitation. Failure to provide pricing for any item within the solicitation shall result in the Proposal being declared non-responsive.

Other information required to be supplied with Proposal:

1.16 Solicitation Addendum Acknowledgement (attachment 1). Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the Proposal on the Proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the Proposal.

1.16.1 Evidence of Intent to be Bound. The Proposal form submitted shall include a signature by a person authorized to sign the Proposal (Attachment 2). The Authorized Signature Form shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

1.16.2 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that:

A. The Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and

B. The Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the Solicitation. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other Gilbert employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Proposal and not be opened until after the Proposal due date and time. Gilbert shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by Gilbert. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on Gilbert verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

1.17.6 Protests. Any protest shall be filed in accordance with Section 2-365 of the Gilbert Municipal Code.

I. GENERAL CONDITIONS

2.1 General Supplies Requirements: The Proposal Documents are intended to provide Gilbert Fire & Rescue Department with a new Self-Contained Breathing Apparatus (SCBA) ready for regular and normal use. Upon award by Gilbert, Contract Documents, including the Proposer's proposal, shall become a valid and binding contract between the Successful Proposer and Gilbert to provide the supplies specified herein. The term "supplies" shall mean Self-Contained Breathing Apparatus (SCBA), and all other supplies, accessories, parts, components, equipment and training necessary for use and operation listed in the Proposer's submittal.

2.1.1 New and Compatible Supplies: All supplies, components, and parts shall be new and unused. All supplies, components and parts shall be the manufacturer's latest model and design proven in use by municipalities. All components shall be integrated in design and construction to work effectively together.

2.1.2 Standard Make and Model: The Proposer shall state the make and model number of the unit it is offering. The unit shall be equipped with the manufacturer's standard accessories which are included as standard in the advertised and published literature for the unit. No such accessory shall be removed or omitted for the reason that it was not specified in the Proposal Documents or Proposer's Proposal. Standard items may be removed only where necessary to install other items in lieu thereof to comply with the General Conditions and Specifications and Design Standards; and, any such removal or substitution shall be listed in writing as part of the Proposer's proposal.

2.1.3 National and State Standards and Regulations: All supplies shall be certified as meeting all federal and state laws and safety regulations, including required accessories and items.

2.2 Warranty: The Successful Proposer hereby warrants, for a period of ten (10) year(s) from the date the supplies are accepted by Gilbert, to replace all defective parts and/or components, and to make any repairs resulting from defective design, materials, or workmanship. These repairs shall be made at the Successful Proposer's own expense and without any cost to Gilbert, and within a reasonable time frame as determined by industry

standards. The Successful Proposer shall be obligated to Gilbert as the single-source provider of the supplies, and is required to honor all warranties, given or implied.

2.2.1 Parts and Service Availability: During the lifetime of the supplies, Proposer must be able to provide all parts needed for service and repair of the supplies within 48 hours after request or upgrade the order status to the highest shipping priority available at no additional cost to Gilbert.

2.2.2 Authorized Parts: All replacement parts and components shall be authorized by the supplies manufacturer.

2.3 Risk of Loss: The Successful Proposer shall insure all supplies until delivery to and final acceptance of supplies by Gilbert. The Successful Proposer shall bear all risks of loss, injury or destruction of goods and materials contracted for hereunder which occur prior to delivery of the supplies to Gilbert. Any such loss, injury, or destruction prior to delivery shall not release the Successful Proposer from any obligation owed hereunder.

2.4 F.O.B. Point: The supplies shall be F.O.B. destination and delivered to the Town of Gilbert, Fire Resource Management, 2760 E. Williams Field Road, Gilbert, AZ 85296.

2.5 Delivered Service Ready: The supplies shall be delivered ready to be put into intended service. This should include flow testing of all SCBA per NFPA 1852.

2.6 Delivery Acceptance: The supplies shall be delivered to Gilbert within 45 days of Notice of Award of this Contract. The supplies shall be in compliance with the General Conditions and supplies Specifications and Design Standards, at the time of delivery. Prior to acceptance of the supplies and payment of the invoice, Gilbert shall inspect the supplies against the General Conditions and Requirements for Proposers and the Specifications and Design Standards incorporated in the Successful Proposer proposal, and against any other specifications or warranties expressly provided for in the Successful Proposer's proposal. The supplies must meet or exceed all such requirements agreed to in the Successful Proposer's proposal.

2.7 Invoice and Payment: All invoices for supplies delivered shall be submitted within sixty (60) days from delivery. Payment for the supplies shall be made by Gilbert within thirty (30) days after delivery and acceptance of the supplies. Supplies that do not comply with the supplies Specifications and Proposal Documents and proposal shall be rejected. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the supplies are accepted. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Gilbert.

2.8 Patent Rights: Proposer agrees to defend Gilbert at Proposer's own expense, in all suits, actions or proceedings in which Gilbert is made a defendant for actual or alleged infringement of any United States of America or foreign patent resulting from Gilbert's use of the goods purchased from the Proposer. Proposer further agrees to pay and discharge any and all judgments or decrees that may be rendered in any such suit, action or proceedings against Gilbert.

2.8.1 Royalty Rights: Proposer agrees to indemnify and hold harmless Gilbert from any and all royalty and proprietary licenses, fees or costs, including legal costs, which may arise out of Gilbert's purchase and use of goods supplied by the Proposer.

2.8.2 Covenant Clause: It is expressly agreed by Proposer that these patent and royalty covenants are irrevocable and perpetual.

2.9 Emergency Response.

2.9.1 Response. Gilbert is an emergency response organization. Successful Proposer services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert ("local emergency") or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of Emergency, Gilbert may require Proposer to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Proposer shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.

2.9.2 Emergency Contact. Successful Proposer shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Proposer's contact person(s) must be able to communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.

2.9.3 Payment. Successful Proposer shall be paid a premium not to exceed 10% above the standard contract prices for any services or supplies provided in the case of an emergency, at Gilbert's direction, and shall be entitled to reimbursement of expenses not covered by the standard contract prices at a premium not to exceed 10% above actual expenses. In considering the premium to be paid, Gilbert shall consider the good-faith efforts of Proposer to respond, the timeliness of response, and any other factors deemed relevant by either of the parties. If Gilbert believes Proposer's response was adequate, the full 10% premium will be paid; if not, Gilbert, in its reasonable discretion, will pay a lesser premium.

2.10 Cooperative Use of Contract: Upon written approval of the Successful Proposer and Gilbert, this Contract may be tendered for use by other municipalities and government agencies.

II. SPECIFICATIONS AND DESIGN STANDARDS:

3.1 Description: Each Proposer shall submit sufficient descriptions, technical detail specifications and information, so that Gilbert may fairly and completely evaluate the product offered. Failure to comply may render a proposal non-responsive. Any omission from these written Specifications and Design Standards shall not relieve the Successful Proposer from the responsibility of furnishing an operational unit complete and ready to operate at its intended use.

3.2 Deviations: Any deviations from the Specifications and Design Standards must be clearly IDENTIFIED AND EXPLAINED IN WRITING in the Proposer's proposal. Failure to comply may render a proposal non-responsive.

3.3 Modifications: If the Proposer is only able to meet the Specifications and Design Standards by modification of the supplies offered, then as part of the Proposer's proposal, the Proposer shall STATE IN WRITING THAT HE CAN MEET THE SPECIFICATIONS AND DESIGN STANDARDS AND LIST THE MODIFICATIONS THAT HE WILL HAVE TO MAKE.

3.4 Indicate Compliance: The following Specifications and Design Standards are the minimum acceptable unless otherwise noted. The Proposer shall indicate compliance, list any deviations, and/or list any modifications needed to meet the Specifications and Design Standards, and/or list all data requested in the space provided.

EACH PROPOSER IS REQUIRED TO FILL IN EVERY BLANK AS DESCRIBED.
FAILURE TO DO SO CAN BE THE BASIS FOR REJECTION OF THE PROPOSAL.

3.5 DESCRIPTION OF GOODS BEING PROCURED

3.5.1 The Town of Gilbert desires to procure new SCBA units, each complete with mask, electronic voice communication, heads up display, cylinder, harness and carrier and pass device, to comply with the 1981 2013 Edition of the National Fire Protection Association's (NFPA) performance requirements and the specifications listed herein.

3.5.2 The Town currently owns 153 MSA air packs, 5 Hazmat MSA air packs, 256 face pieces, 356 - 45 minute cylinders, 14 - 60 minute cylinders and 2 RIT air packs that are available for an optional trade-in allowance. Please contact Martin Blair at 480-503-6315 if you have any questions or would like to make an appointment to inspect the trade-in equipment.

3.5.3 Current Products. Supplies and materials offered shall be of current design and meet specifications. Offeror must identify the manufacturer of each product being offered. Offeror shall supply all information necessary for Gilbert to determine (a) whether the product offered meets the requirements of the specifications, and (b) exactly what the Offeror proposes to furnish.

3.5.4 Health and Safety. All items to be supplied hereunder by Offeror shall conform in all respects to the requirements of applicable and government health and safety regulations, including regulations administered by OSHA.

3.6 Device Evaluation:

3.6.1 The following categories will be evaluated and will apply to the device selection process, and appear in their order of relative priority:

- Function
- Warranty/Tech support
- Cost
- Company History/References
- Optional Items

Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Overview of the Evaluation Process. Submitted proposals will be evaluated based on the above criteria and a proposer may be selected for award or a shortlist will be determined of those proposers who may be invited to present a demonstration to the Evaluation Team. Proposers will be required to provide sample SCBA's for field testing as part of the evaluation process. The test equipment must be delivered prior to scheduled training.

Discussion with Responsible Offerors and Revision to Proposal. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:

Determine in greater detail such offeror's qualifications;

Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;

Determining that the offeror will make available the necessary personnel and facilities to perform within the required time;

Agreeing upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, as well as the scope, complexity and nature of such services.

Devices will be evaluated during a four (4) week field evaluation period, at the Gilbert Fire & Rescue Skills Center; the same crews will be utilized to evaluate all devices. At no cost to Gilbert, the Proposer of a device that is selected to participate in the field evaluation is required to provide six (6) SCBAs, one (1) RIT Pak, one (1) Hazmat SCBA and all supplies, accessories, parts, components and equipment necessary for use and operation during the evaluation period.

Prior to the field evaluation, Evaluation committee will be trained on the specific device by a knowledgeable representative provided by the device manufacturer or its authorized representative. At no cost to Gilbert, the Proposer of a device that is selected for field evaluation is required to provide one (1) training day for the evaluation committee who will participate in the field evaluations.

Proposers who are selected for evaluation must deliver the test equipment to Gilbert Fire & Rescue Resource Management, 2760 E. Williams Field Road, Gilbert AZ. 85296 prior to their scheduled training.

ATTACHMENT 1
(3 pages)

IV. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal opening _____, 20__ for supplies.

4.2 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of supplies to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.3 Proposal Price: See Attached Proposal Sheet,

Instructions for Proposers:

All Proposal Prices shall include all freight, insurance, warranty costs, taxes and fees chargeable to Gilbert and F.O.B. prepaid to:

Gilbert Fire & Rescue Resource Management
2760 E. Williams Field Road
Gilbert AZ. 85296

Proposer will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Proposer are eligible for a tax exemption, credit or deduction due to the nature of the item, at proposer's request, Gilbert will assist Proposer in applying for and obtaining the same.

4.4 Location of Parts and Service: State the location where parts and service can be obtained by Gilbert for these supplies.

Gilbert Fire & Rescue Resource Management
Attention: Martin Blair 480-503-6315
2760 E. Williams Field Road
Gilbert AZ. 85296

4.5 Guaranteed Delivery Time and Penalty: As part of this Proposal, the Proposer shall give a guaranteed delivery time for the supplies to Gilbert after Gilbert places the purchase order. Each and every calendar day that delivery is delayed, Gilbert may deduct from the monies due or to become due to the Successful Proposer. The amount shall be the sum \$250.00 per calendar day, commencing on the day after the guaranteed day listed above. The total sum is not as a forfeit or penalty, but is for liquidated damages. This sum is fixed and agreed upon since the

Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____,
20__, by _____.

Notary Public

My Commission Expires:

ATTACHMENT 2
(2 pages)
TOWN OF GILBERT, ARIZONA
AUTHORIZED SIGNATURE FORM

Gilbert Contract Number: _____

Contractor Name: _____

WHEREAS, the Town of Gilbert requires that Contractor execute documents necessary for the prompt and efficient execution of the business related to the CONTRACT;

NOW, THEREFORE, on behalf of the Contractor, I hereby declare that

(Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said Contractor the following documents:

1. The CONTRACT
2. The Bond
3. Payrolls
4. Claims
5. CHANGE ORDERS
6. All other papers necessary for the conduct of the corporation's affairs and the execution of the CONTRACT

The above-named person is granted the authority and duties herein referenced for the duration of the CONTRACT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

Name

Title

(Seal of Corporation)

STATE OF _____)
) ss.
County of _____)

DATED _____, 20____.

(Seal of Corporation)

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20____ by _____, appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

My Commission Expires:

Supplies RFP
Form No. 1.3.2
Revised August 2, 2013
Page 19

ATTACHMENT 3
COMPANY BACKGROUND (2 pages)

Company Background	
Company Name Company Location: <ul style="list-style-type: none"> • <i>Location of corporate headquarters</i> • <i>Location of nearest office/location to the Town</i> 	
Proposer Experience	
Years of Experience: <ul style="list-style-type: none"> <i># of years in business:</i> <i># of years providing services to public sector:</i> 	
Customer Base: <ul style="list-style-type: none"> <i># of public sector clients</i> 	
Market Focus: <ul style="list-style-type: none"> <i>Identify other industries serviced</i> 	
User Group: <ul style="list-style-type: none"> • <i>Identify national and regional user groups</i> • <i>Identify if there is an annual or biannual user conference</i> • <i>Identify next planned national conference (location and date)</i> 	
Terminated Projects: <ul style="list-style-type: none"> <i>List any terminated public sector projects. Please disclose the jurisdiction and explain the reason for the termination.</i> 	

Organization Size	
Number of Employees: <i>If Proposer is a subsidiary, identify # of employees in proposing company/division.</i>	
Total Revenue: <ul style="list-style-type: none"> <i>If Proposer is a subsidiary, identify revenues of proposing company/division</i> <i>Identify the percentage of revenue used for research & development by the proposing company/division</i> 	
Corporate Notes	
Ownership: <i>Privately held?</i> <i>Publicly traded? Parent Company?</i> Certified Partnerships: <i>Identify any certifications held by your firm if you are implementing or reselling another firm's products.</i>	

**ATTACHMENT 4
REFERENCE FORM**

Please provide three (3) references of **municipalities with a minimum of 75 deployed SCBA's.**

Name of Municipality: _____

Address: _____

Contact: _____ **Title:** _____

Phone: _____ **E-mail address:** _____

Summary of Project: _____

Number of Fire fighters: _____

Name of Municipality: _____

Address: _____

Contact: _____ **Title:** _____

Phone: _____ **E-mail address:** _____

Summary of Project: _____

Number of Fire fighters: _____

Name of Municipality: _____

Address: _____

Contact: _____ **Title:** _____

Phone: _____ **E-mail address:** _____

Summary of Project: _____

Number of Fire fighters: _____

ATTACHMENT 5

TECHNICAL SPECIFICATIONS

Technical Requirements:	Does not meet	Meets	Exceeds
1. SCBA shall be open circuit type and certified jointly by the National Institute for Occupational Safety and Health (NIOSH) and the Mine Safety and Health Administration (MSHA).			
2. SCBA and all its components shall be certified compliant with all requirements of the National Fire Protection Association (NFPA) standard 1981-2013 and NFPA 1982-2013.			
3. SCBA shall be 4500 psi or greater.			
4. SCBA shall be capable of an Emergency Breathing Support System (EBSS) and have a RIC/UAC fitting.			
5. All hoses, fittings and supplies necessary for EBSS shall be included and mounted to each SCBA.			
6. Each SCBA shall be capable of operating while drawing air from a low pressure airline			
7. The SCBA manufacturer shall be responsible for all recall notifications and making repairs to each SCBA involved in the recall.			

Desirable Features:	Does not meet	Meets	Exceeds
All cylinders to be labeled Gilbert Fire & Rescue, logo and numbered starting at 001 (Artwork for logo will be provided)			
Voice amplifiers			
Radio communications to Motorola XTS 5000			
Radio communications to Motorola Apex 7000			
Inter-crew communications			
Fire fighter accountability system			
Fire fighter tracking system			

**ATTACHMENT 6:
PRICE PROPOSAL**

Item Description	Estimated Quantity	Unit Price	Extended Price
SCBA with minimum 45 minute air bottle (masks are listed separately below)	140		
Spare minimum 45 minute air bottle	140		
Total Masks – various sizes	265		
Rapid Intervention Team air pack with minimum 60 minute air bottle and mask	3		
Haz mat air pack with minimum 60 minute air bottle	5		
Spare minimum 60 minute air bottle	14		
TOTAL			
LESS TRADE-IN VALUE			
GRAND TOTAL			

DESIRABLE ITEMS:

All cylinders to be labeled with Gilbert Fire & Rescue logo and numbered starting at 001 (Artwork for logo will be provided)	TBD		
Voice amplifiers	TBD		
Heads up display	TBD		
Radio communications to Motorola XTS 5000	TBD		
Radio communications to Motorola Apex 7000	TBD		
Inter-crew communications	TBD		
Fire fighter accountability system	TBD		
Fire fighter tracking system	TBD		

OPTIONAL ITEMS:

Delivery will be _____ days after receipt of order (ARO)

Prompt Payment Terms offered: _____

ATTACHMENT 7

PURCHASE CONTRACT Contract No. 2015-3002-0596

Vendor:
Vendor Address:
Date:

This Contract is entered into between the Town of Gilbert, Arizona ("Gilbert") and _____ ("Vendor") this ____ day of _____, 20__.

1. Agreement to Purchase: Gilbert agrees to purchase and Vendor agrees to sell, pursuant to the terms and conditions set forth herein, the supplies described in Exhibit A ("Purchased Items") in accordance with all requirements of the Purchased Items General Conditions, Specifications and Design Standards and Vendor's proposal. The Purchased Items General Conditions, Specifications and Design Standards and Vendor's proposal are incorporated into this Contract as though fully set forth herein.
2. Risk of Loss: Vendor shall bear all risks of loss, injury or destruction of goods and materials contracted for hereunder which occur prior to delivery of the Purchased Items to the Gilbert. Any such loss, injury, or destruction prior to delivery shall not release Vendor from any obligation owed hereunder.
3. Delivered Service Ready: The Purchased Items shall be delivered ready to be put into intended service.
4. Delivery Acceptance: The Purchased Items shall be delivered to Gilbert on or before _____, 20__. Prior to acceptance of the Purchased Items and payment of the invoice, Gilbert shall inspect the Purchased Items to confirm compliance with the requested Purchased Items specifications. The inspection may include testing where the nature of the Purchased Items cannot be adequately determined otherwise. The cost of testing shall be borne by Gilbert, except where the goods are nonconforming. In such case, Gilbert may recover the reasonable cost of inspection and testing from Vendor as part of its incidental damage caused by Vendor's breach.
5. Patent and Royalty Rights: Vendor agrees to defend the Gilbert at Vendor's own expense, in all suits, actions or proceedings in which the Gilbert is made a defendant for actual or alleged infringement of any United States of America or foreign patent resulting from Gilbert's use of the goods purchased from the Vendor. Vendor further agrees to pay and discharge any and all judgments or decrees that may be rendered in any such suit, action or proceedings against the Vendor. Vendor agrees to indemnify and hold harmless Gilbert from any and all royalty and proprietary

licenses, fees or costs, including legal costs, which may arise out of Gilbert's purchase and use of Purchased Items supplied by Vendor. It is expressly agreed by Vendor that these patent and royalty covenants are irrevocable and perpetual.

6. Applicable Law: This Contract shall be governed by the laws of the State of Arizona without regard to any choice of law provisions thereof.

7. Compliance with Laws:

(a) Vendor represents that all goods and services, delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended.

(b) The Vendor shall be responsible for compliance with any federal, state and local laws and regulations applicable to its installation of the Purchased Items furnished hereunder, and will obtain any permits required for such installation.

(c) Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Vendor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Vendor further warrants that after hiring an employee, Vendor verifies the employment eligibility of the employee through the E-Verify program. If Vendor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Vendor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Vendor shall not be deemed in material breach of this Contract if the Vendor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Vendor or subcontractor employee who works on the Contract to ensure that the Vendor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

(d) Equal Treatment of Workers. Vendor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Vendor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all

employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Vendor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Vendor or its employees.

8. Assignment: This Contract may not be assigned by the Gilbert without the prior written consent of the Gilbert, and any assignment without such consent shall be null and void.

9. Attorneys Fees: If any action at or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to reasonable attorney, accountant and other professional fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

10. If funds for the Contract are not budgeted by July 1, 2015, Gilbert may terminate the contract by giving written notice to Vendor.

11. Entire Agreement: This Agreement (which includes the General Conditions, Purchased Items Specifications and Design Standards and Vendor’s proposal) constitutes the entire agreement between the parties, and any oral representations or terms set forth in a separate acceptance form or delivery slip shall not alter the terms and conditions of this Agreement.

Dated the year and date set forth above.

TOWN OF GILBERT

VENDOR

By

By

Its: _____
Authorized Representative

ATTEST:

Town Clerk

APPROVED AS TO FORM:

L. Michael Hamblin
Town Attorney

EXHIBIT A

PURCHASED ITEMS